

***** ADDENDUM #1 *****

**SPECIAL PROVISIONS FOR
TURKEYVILLE REST AREA I-69 LAWN MAINTENANCE
CALHOUN COUNTY**

This contract is for the Lawn Maintenance and waste removal at the following described Michigan Department of Transportation Rest Area located on I-69 in Calhoun County as outlined in this contract:

Turkeyville Rest Area (722)

DESCRIPTION

Work consists of lawn maintenance such as raking, grass mowing, grass trimming, edging, and proper removal/disposal of lawn litter, including trash, landscape debris such as leaves, sticks, grass clippings, and organic debris by the contractor at indicated rest area, according to the following specifications.

BID ITEM

- A. LAWN MAINTENANCE PER CYCLE - Lawn maintenance cycle includes: grass mowing, trimming and edging, proper removal/disposal of lawn litter, including trash and landscape debris such as leaves, sticks, grass clippings and organic debris by the contractor.
- B. GROUND RAKING - Provide two (2) lawn rakings per year. The first raking in spring shall take place prior to the first mowing cycle. The fall raking shall take place after the last mowing cycle in the fall. All leaves, trash and other debris shall be disposed of at contractor's expense. No lawn raking debris shall be disposed of in MDOT or CCRD dumpsters, or on MDOT or CCRD property.

PRE-MAINTENANCE MEETING

Prior to starting any work on the contract, a meeting will be called by the CCRD to discuss contract provisions and mowing areas. CCRD's contract administrator and the contractor's designated supervisor shall be identified at this meeting. A "walk around" of the rest area grounds by the contractor and CCRD representative shall take place. Contractor is required to identify any existing damage to landscape items at this time.

COORDINATION WITH OTHER ACTIVITIES

Landscaping, weed spraying, fertilization or other work performed by CCRD, contract agencies or other contractors may occur during the life of this contract; therefore, the contractor shall be responsible for contacting the CCRD Administrator one (1) day in advance of each lawn maintenance cycle. The contractor shall perform work after coordination with Administrator on date specified unless inclement weather or wet conditions exist, at which time he shall make alternate arrangements with the Administrator.

CONTRACTOR STATUS

The contractor and his/her employees at all times shall be considered as independent contractors and not as CCRD employees. As an independent contractor, the contractors payment under this contract shall not be subject to any withholding for tax, social security, or other purposes; nor, shall contractor or his/her employees be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, or unemployment compensation or the like from CCRD.

The contractor shall exercise all supervisory control and general control over all day-to-day operations of his/her employees including control over workers duties. The contractor shall also be responsible for payment of all wages to employees, taxes and fringe benefits, and shall discipline employees, as needed including firing and hiring.

DAMAGES

The contractor shall be held liable for all damages done, as a result of his operation, to fixed objects such as signs, posts, buildings, and all vegetation including turf, trees, shrubs, and desirable natural growth. Damage shall include, among other things, skinning, scraping, limbing or gouging of trees or shrubs, and rutting, scalping or tearing turf.

Costs associated with damages caused by the contractor to plant material will be assessed based on current M.F.P.A. Michigan Tree Evaluation guidelines.

Contractor shall use discretion when mowing near the public. The mowing cycle shall begin on vacated grounds first, and then continue so as not to inconvenience the visitors. The safety of visitors shall not be jeopardized in order to complete the mowing cycle.

All turf damage repairs shall be made by the contractor in accordance with Section 6.53 and 8.21 of the 2012 Standard Specifications for Construction, and as herein specified. Only friable topsoil shall be used to fill any depression, ruts, etc., prior to seeding. Seeding will only be allowed during the seasonal limitation periods.

Contractor shall be billed for all costs related to damages caused by his/her operation.

CONTRACTOR TO FURNISH

1. All transportation.
2. All lawn care equipment and necessary supplies including, but not restricted to, gas powered mowers, gas powered machines, gas powered portable blowers, brooms, and leaf rakes.

The contractor shall furnish, operate, and maintain suitable and adequate equipment necessary to perform all tasks described in this bid, in a favorable manner. The equipment furnished by the contractor must be in good repair and shall be maintained so as to produce a clean, sharp cut to the grass at all times. Equipment, which in any way pulls or rips grass or damages the turf, shall not be allowed to operate under this contract. All equipment will be of such a type so that the height of cut can be adjusted to a minimum of two and one-half (2.5) inches. The contractor shall have enough equipment and personnel to complete each mowing cycle at each contracted site.

3. Under no circumstance shall CCRD be responsible for any theft, vandalism, or damage to the contractor's equipment due to obstacles encountered during the work to be performed under this contract.
4. The contractor is advised that any reference to mowing does not necessarily refer exclusively to grass cutting equipment which is tractor drawn, but shall include other power or hand equipment as may be necessary to satisfactorily complete the work.

TECHNICAL SPECIFICATIONS

PRE-MOWING REQUIREMENTS

1. Prior to the first mowing cycle, contractor shall rake rest area grounds as indicated at the pre-maintenance meeting. All leaves, twigs, trash, and

other debris shall be disposed of at contractor's expense. No raking debris shall be disposed of in MDOT or CCRD dumpsters, or on MDOT or CCRD property.

2. Prior to starting lawn maintenance cycle, the contractor shall contact the CCRD Administrator or designated representative for approval.
3. Prior to mowing, contractor is responsible for picking up trash, sticks, leaves, or other landscape debris on grounds and removing from site at contractor's expense.

MOWING APPROXIMATELY NINETEEN (19) CYCLES PER YEAR*

1. Grass shall not be mowed until it reaches the height of five (5) inches, and shall be mowed to the minimum height of 2.5 inches.
2. All elements of the lawn maintenance cycle shall be completed the same day they are started. No partial mowing will be allowed unless the weather forces delays. If rain or wet turf conditions exist, contractor shall finish the cycle as soon as favorable conditions exist.
3. All mowing, trimming and edging equipment shall be properly maintained. Cutting blades shall be kept sharp to minimize turf damage.
4. Equipment and supplies may not be stored overnight or for extended periods of time on MDOT or CCRD property.
5. Grass shall not be mowed when wet.
6. No mowing to be done on Saturdays or Sundays, unless approval is obtained from the Administrator. No mowing will be allowed on holidays, or holiday weekends from 3:00 PM Friday until 8:00 AM Tuesday.
7. Clippings shall be removed if visible after mowing and removed from site at contractor's expense. No clippings shall be disposed of in MDOT or CCRD dumpsters or on MDOT or CCRD property.
8. All clipping shall be removed from all sidewalks, concrete picnic table pads, parking areas, and flower and shrub beds.
9. Areas to be mowed will be the approximate designated area on enclosed map.

*The number of mowing cycles is subject to increase or decrease depending on seasonal weather conditions.

GRASS TRIMMING

Trim grass around fixed objects and trees. Extreme care shall be used to prevent injury to fixed objects and trees.

EDGING

Edge along all walks and curb areas every second mowing. Edging shall be no wider than ½ inch from edge of sidewalk to lawn surface. All edging debris shall be removed from walkways and curb area and disposed of at contractor's expense. No edging shall be disposed in MDOT or CCRD dumpsters or on MDOT or CCRD property.

FALL CLEANUP (NOVEMBER 1 - NOVEMBER 15)

After the last mowing, and with approval from the Administrator, the contractor shall rake grounds as indicated at the pre-maintenance meeting between November 1 with work completed no later than November 15. All leaves, twigs, trash and other debris shall be disposed of at the contractor's expense. No raking debris shall be disposed of in MDOT or CCRD dumpsters or on MDOT or CCRD property.

USE OF HERBICIDES

THE USE OF HERBICIDES BY THE CONTRACTOR IS PROHIBITED FOR ANY OF THE WORK TASKS INCLUDED IN THIS CONTRACT.